

DISPATCH + CARRIER AGREEMENT





DISPATCH + CARRIER AGREEMENT

This AGREEMENT made as of this _____ (Date) by and between **ETI EXPRESS LLC** hereinafter called [DISPATCH], and _____, license by the **FMCSA** as an interstate carrier of property holding authority, **MC#** _____ and/or **DOT#** _____ [Carrier], The DISPATCH and the CARRIER has, upon due consideration, determined that a contract agreement to their mutual advantage and best interest, they hereby agree to the following terms and conditions:

1. DOCUMENTS

CARRIER must furnish DISPATCH with the following documents prior to the implementation of this agreement, via email **INFO@ETIEXPRESSLLC.COM**

- _____ Completed & Signed Dispatch Carrier Agreement
- _____ Copy of Active Authority (MC Permit)
- _____ Credit Card Authorization Form (Optional)
- _____ A signed W-9 form
- _____ Copy of Owner Operator's and Driver's (CDL) License
- _____ Limited Power of Attorney form
- _____ Certificate of Insurance, Proof of at least \$100,000 in cargo coverage, proof of at least \$1,000,000 in auto-liability coverage.

2. RELATIONSHIP

This AGREEMENT shall be effective as of the date hereof and shall continue thereafter for a term of **(12) months** of such date, subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than **(7) days'** notice by email to **INFO@ETIEXPRESSLLC.COM** of one party to another. Carrier cannot steal relationships built by dispatcher. Relationship of CARRIER to DISPATCH shall, always, be that of an independent contractor. DISPATCH agrees to solicit and offer freight transportation shipments for CARRIER from and to such locations between service may be required, subject to the availability of suitable equipment. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper, and any load problems. CARRIER/ OWNER OPERATOR WILL SIGN PACKET AGREEING TO HAVE **ETI EXPRESS LLC** AS THEIR SOLE DISPATCHER UNTIL ONE OR BOTH PARTIES DECIDE TO PART IN BUSINESS. **ETI EXPRESS LLC** DOES NOT DOUBLE DISPATCH ALONGSIDE ANOTHER ENTITY.



3. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a pro-active logistic plan a week in advance, based on CARRIER's territory preference. The plan is influenced by the current situation in the market and/or region, to take advantage of the most profitable loads. DISPATCH's logistics coordinators (dispatchers) will find loads that best match CARRIER's preference and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for its records. DISPATCH agrees to "assist" CARRIER with any load issues, road assistance, paperwork, and billing issues.

4. DISPATCH SERVICE FEES

- 10% of the load confirmation.

5. COMPENSATION

The amount due to DISPATCH, will be invoiced to Carrier once a week. In case that the load gets cancelled by broker/shipper for any reason, CARRIER will receive a credit for the load in question for future loads. However, if the load gets canceled by CARRIER for any reason, (i.e., breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER. Invoice can be paid to **ETI EXPRESS LLC via PayPal, Zelle, Cash App, Wire Transfer, Debit and Credit Card are accepted.** Once the payment is processed the Client will be sent a confirmation receipt via email or fax.

6. NON-SOLICITATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports load, or is made aware of such traffic, because of DISPATCH efforts. It is further agreed that this non-solicitation provision shall be in force and will affect during the term of this AGREEMENT and for a period of **(6) months** from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within **(30) days** after the date of discovery of this AGREEMENT.

7. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

8. EQUIPMENT

CARRIER agrees to provide, operate, and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the Transportation Schedule in a safe, efficient, and economical manner.

9. DRIVERS

CARRIER agrees to provide properly qualified, trained, and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. CARRIER's personnel are expected to always conduct themselves in a professional manner and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.



10. FREIGHT LOSS, DAMAGE OR DELAY

CARRIER shall have the sole and exclusive care, custody, and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of all of shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH's or customer's invoice and supporting documentation for the claim.

11. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.

12. INDEMNIFICATION

CARRIER agrees to indemnify, defend, and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors, and agents) harmless from and against all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for all personal injury, property damage, loss, claim, injury, obligation, or liability arising from CARRIER's actions, behavior, or transportation pursuant to this agreement.

13. GOVERNING LAW, JURISDICTIONS AND VENUE

This agreement shall be governed by and constructed in accordance with laws of the State of **NEW YORK** both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and state courts located in **NASSAU County, NEW YORK** connection with any claims or controversies arising out of this Agreement.

14. PENALTY

5 days grace period will be allowed before the account becomes overdue. At **7 days** the account will be suspended and a reactivation fee of **\$200** will apply in addition to any overdue fees. After **(14) days** the account may be placed for collection. **ETI EXPRESS LLC** invoice the Client as per the terms of the agreement via email. **\$75** fee of total amount due on card declined. **\$75** late delivery fee depending on situation and load, Missing appointment **\$500**. All invoices will be sent out every **Thursdays 5:00 PM** and the payment must be made by **Saturday 5:00 PM** or will result in a late invoice payment of **\$200**. Dispatch will not book any more loads until carrier paid amount due to Dispatch.

DISPATCH:

Company: _____

Contact: _____

Signature: _____

CARRIER:

Company: _____

Contact: _____

Signature: _____



COMPANY PROFILE

Instructions: Please complete this form giving us all the information. The better informed we are, the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

1. CARRIER INFORMATION

COMPANY (DBA) _____

ADDRESS: _____

CITY: _____ ST _____ ZIP _____

CONTACT: _____ PHONE: _____

E-MAIL: _____ FAX: _____

MC # _____ DOT # _____ EIN/SS # _____

SCAC # _____ TWIC # _____ HAZMAT # _____

2. EQUIPMENT SECTION

NUM. OF TRUCKS: Owner Operator ____|Power Only____|Box Truck____|Hot Shots____|Others____

NUM. OF TRAILERS: DRY VAN____|REEFER____|FLATBED____|STEP DECKS____| OTHERS____

ADDITIONAL INFO:



TRUCK #	TRAILER #	TYPE	YEAR	DRIVER	PHONE

3. SERVICE AREAS OF OPERATION *(please select all that apply)* **48 States** _____

AL	AR	AZ	CA	CO	CT	DE	FL	GA	IA	ID	IL
IN	KS	KY	LA	MA	MD	ME	MI	MO	MN	MS	MT
NC	ND	NE	NH	NJ	NM	NV	NY	OH	OK	OR	PA
RI	SC	SD	TN	TX	UT	VA	VT	WA	WI	WV	WY

4. RATE OF HAUL INFORMATION

Please provide us your ideal (reasonable) rate information. We understand that many factors will change this information, but this will give us a starting point.

IDEAL MILE RATE? \$____.____ (V) \$____.____ (R) \$____.____ (F)

ADDITIONAL PREFERENCES:



5. FACTORING INFORMATION

If you use factoring service, please provide the following information. This will ensure that we only use brokers approved by your factoring company.

FACTORING _____ **WEB** _____
ADDRESS _____ **CITY** _____ **ST** ____ **ZIP** _____
CONTACT _____ **E-MAIL** _____
PHONE # _____ **FAX #** _____

6. INSURANCE INFORMATION

Please provide us with your insurance contact information, where we can request certificate of insurance with specific holders. (i.e. brokers and/or shippers)

INSURANCE _____ **WEB** _____
ADDRESS _____ **CITY** _____ **ST** ____ **ZIP** _____
CONTACT _____ **E-MAIL** _____
PHONE # _____ **FAX #** _____

7. REFERRAL

Please refer us three (3) Owner Operators who you believe might benefit from our service.

NAME _____ **CELL** _____

NAME _____ **CELL** _____

NAME _____ **CELL** _____

8. ADDITIONAL INFORMATION

Please use the section below to better describe your company. Include special terms and conditions of most importance and everything we must consider while searching and taking the loads for you.



CREDIT CARD PAYMENT AUTHORIZATION FORM

I _____, hereinafter called CARRIER do hereby authorize **ETI EXPRESS LLC** hereinafter called (DISPATCH), to initiate a weekly debit entry for the amount listed below, on the dates listed below, to the credit card account indicated below, in consideration of the dispatching service provided to me. I understand that my signature on this authorization form, along with a photocopy of the front and the back of both my credit card, as well as my driver license, will allow me the convenience of not having to produce these items for impression at the time of service.

Name on the Card: _____

Please Check One:



VISA



MC



DISC



AMEX

Credit Card Number: _____

Expiration Date: _____ CVN: _____ ZIP: _____

Authorized Weekly Payment Amount: ____ 10% of Load Confirmation.

Starting on _____ Ending on _____

This authorization is to remain in full force and effect until the ending date listed above. I understand that I will be notified via email when DISPATCH debit my account each week. I understand that if the load is tendered and accepted by me, but for any reason, whether is due to carrier, shipper, or broker, the load gets reschedule or cancelled, I am still responsible for paying DISPATCH as set out above. Any revocation shall not be effective until DISPATCH is notified by CARRIER in writing to cancel this automatic payment authorization, in such time and in such a manner as to afford DISPATCH a reasonable opportunity to act on it.

Card Holder's Signature Authorization

Date

Card Holder's E-Mail



LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the AGREEMENT) is made effective on _____(date) between: **ETI EXPRESS LLC** hereinafter called (DISPATCH) a company established under the laws of the State of **NEW YORK** and _____ hereinafter called CARRIER, motor carrier company with **MC#** _____ and/or **DOT#** _____. CARRIER hereby appoints DISPATCH as my Attorney-in-Fact (AGENT). DISPATCH's agents shall have full power and authority to act on my behalf. This power and authority shall authorize DISPATCH to manage and conduct affairs and to exercise all my legal rights and powers, including all rights and powers that I may acquire in the future. DISPATCH powers shall include, but not be limited to, the power to:

- Professional dispatch services, including contact drivers, shippers, and brokers on my behalf for cargo. Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices, and all necessary Paperwork) to shippers. Sign and execute rate confirmations for freight and collect all payment dues on my behalf.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner. DISPATCH shall not be liable for any loss that results from a judgment error that was made in good faith. However, DISPATCH shall be liable for willful misconduct or the failure to act in good faith, while acting under the authority of this Power of Attorney. I authorize DISPATCH to indemnify and hold harmless any third party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be sent via e-mail 7 days in advance to DISPATCH to (**INFO@ETIEXPRESSLLC.COM**) in WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below.

DISPATCH:

NAME _____

SIGNATURE _____

TITLE _____

DATE _____

CARRIER:

NAME _____

SIGNATURE _____

TITLE _____

DATE _____



70 EAST SUNRISE HIGHWAY SUITE 500. VALLEY STREAM, NY 11581

Email: INFO@ETIEXPRESSLLC.COM

CEO: EDOMWONYI IGBINOBA

Phone: (800) 674-0905

24/7 Services

**** THANK YOU FOR YOUR BUSINESS!!***